

EXHIBIT J

Buchanan Ingersoll & Rooney PC

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September 22, 2021

Via Electronic Mail

Jeric S. Devela (jeric@gsntsolutions.com)
GSNT Solutions, LLC
18938 Labin Court, Suite A201
City of Industry, CA 91748

Charles Yanez (charles@gsntsolutions.com)
GSNT Solutions, LLC
18938 Labin Court, Suite A201
City of Industry, CA 91748

Re: Digital Egg Investments, LLC

Dear Messrs. Devela and Yanez:

We represent Digital Egg Investments, LLC ("Buyer"). The following is a demand that GSNT Solutions, LLC ("Seller") immediately refund **\$139,102.00** to the Buyer. If you do not complete this refund within seven (7) days of the date of this letter, Buyer will immediately file suit against Seller **and both of you personally** in federal court for breach of contract and fraud. The damages sought in the litigation will total **\$621,580.03** and will include:

- \$122,162.00 for GPU cards the Seller failed to deliver;
- \$16,940.00 for CPUs the Seller sold to the Buyer which are useless without the GPU cards;
- lost profits which currently stand at \$482,478.03 and continue to accrue; plus
- punitive damages.

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BACKGROUND

By Purchase Orders dated February 10, 2021 (“Initial Purchase Orders”), Buyer ordered \$1,200,000.00 in GPU Cards from the Seller. The Initial Purchase Orders were cancelled and terminated because Seller was unable to deliver the product ordered.

In early March, 2021, Mr. Devela promised to deliver 600 GPU cards to the Buyer within two (2) weeks if Buyer pre-paid \$250,800.00 for the product. Buyer promptly issued a purchase order for this product (together with the Initial Purchase Orders the “Purchase Orders”); Seller issued an invoice for this product; and Buyer pre-paid the full \$250,800.00 by wire on March 2, 2021.

By invoice dated April 5, 2021, Seller invoiced Buyer for the sale of 70 CPU units for a total purchase price of \$16,940.00 and applied a portion of the pre-paid funds to cover the payment for the CPU units.

By early April 2021, the Seller had failed to deliver any GPU cards to the Buyer. When Buyer raised concerns that this delay was outside the two (2) week delivery period promised by the Seller, by phone and in multiple texts and e-mails, Mr. Devela repeatedly assured Buyer that the GPU cards were either shipped or on the verge of being shipped. In fact, on April 14, 2021 Mr. Devela sent the Buyer shipping labels to prove that the product had been shipped. However, when Buyer called the overnight carrier to trace the progress of the delivery, the carrier confirmed that the product had never been shipped.

On April 17, 2021, Buyer notified Seller in writing its belief that a fraud had taken place and demanded a refund of the \$250,800.00. Seller returned some but not all of the \$250,800.0.

Thereafter, the Buyer continued to assert that a fraud had taken place and demanded a refund of the balance of the money paid to the Seller. In an e-mail dated June 4, 2021, Buyer stated the following:

Please see the attached worksheet below that outlines our prepayment balance remaining with GSNT. I am respectfully asking for a full refund of the remaining payment balance immediately. It has been over three (3) months since we prepaid for the purchase of 600 XFX 5700 XT cards . . .

Your organization made several misrepresentations on multiple occasions and ultimately failed to deliver the cards as promised and agreed to according to the purchase order. You said many times that the 5700 cards were on their way, but nothing ever showed up. You even went so far as to send fraudulent shipping slips that were not real . . .

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Then you have been scrambling to get other types of GPU cards to avoid returning our prepayment. But, you have failed on those fronts as well.

Seller did not deny its wrongdoing but still failed to return the money. By e-mail dated June 11, 2021, Buyer stated the following to Seller:

So your inability to fulfill the PO in a timely manner has cost us a lot of profit and will make the purchase unprofitable now. We are not interested in buying anything from you at this point and just want our money returned. We also spent \$17,000.00 on CPUs that are now useless . . .

On June 16, 2021, Mr. Devela assured the Buyer that the refund will be “initiated.” Despite this, the Seller then ceased communicating with the Buyer. On July 2, 2021, Buyer wrote an e-mail to the Seller which stated:

This is absolutely ridiculous and goes well beyond being just unprofessional. You guys will not even respond or communicate with us about returning our money. Jeric can no longer be reached through email or the cell. So I called Charles last week. Charles assured me last week that our refund was being processed and he would call me back with an update . . . However, I have not heard back from Charles or Jeric and I can’t reach either one of them now. Can you guys please give us an update?

On July 19, 2021, the Seller imposed a new requirement on the Buyer for the Buyer to obtain a refund. Seller required that a “refund form” be completed. Buyer complied and returned a completed form that day.

Thereafter, Seller ceased all communications. On August 3, 2021, Buyer sent Seller another email and stated the following:

Please give us an update on the refund. I cannot believe you are treating us this badly and keeping our money. No one in your organization will even take calls or return emails now. Was the refund form just another stall tactic? Please advise on the status of our refund.

CLAIMS

Buyer obviously has a breach of contract claim against the Seller for a refund of monies paid and for lost profits. The lost profits continue to accrue every day but are now approximately \$482,478.03 and are calculated as set forth in the attached. Buyer can also recover for price paid for the worthless CPUs. Damages total \$621,580.03.

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However, it is also clear here that a fraud has taken place. Buyer was fraudulently induced by Mr. Devela to send money to Seller for GPU cards which the Seller either knew it could not deliver within two (2) weeks or knew Seller had no intention of ever fulfilling the order. Thereafter, Mr. Devela and Mr. Yanez engaged in a fraudulent conspiracy to forestall Buyer with false promises of imminent shipping and the imminent return of funds. Buyer intends to hold Mr. Devela and Mr. Yanez personally responsible for their fraudulent conduct. The damages on the fraud claim are the same as the damages on the breach of contract claim **(\$621,580.03)**. Furthermore, although the Buyer has already terminated the Purchase Orders in multiple communications, consider this further notice that the Purchase Orders are withdrawn and terminated.

SETTLEMENT

This is your last opportunity to settle all claims of the Seller against the Buyer and Mr. Devela and Mr. Yanez personally. Within seven (7) days of the date of this letter, pay **\$139,102.00** to the Buyer. If this payment does not take place, Seller will immediately commence litigation in federal court.

Very truly yours,

/s/ Christopher P. Schueller
Christopher P. Schueller

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LOST PROFIT CALCULATION

Total Cards Agreed To:		600									
Card		Hashrate		Ratio Multiplier							
AMD 5700 XT (New Cards)		58		1.933333333							
AMD 570 (Current Cards)		30									
Current ETH Price		\$3,000.00									
5700 XT Elect Per Card - Per Day		\$0.22464									
Estimated Electric Per Month		\$4,098.78									
Month	Our Cards Active	Actual ETH Coins Mined	Coins Per GPU Card	5700 Multiplier	5700 Coins per Card	Est. Cards Up	5700 Cards	Missed Coins	Missed Revenue	Electric	Missed Profit
Apr-2021	6250	255.85	0.040936	1.933333333	0.079142933	50%	300	23.74288	\$71,228.64	\$2,049.39	\$69,179.25
May-2021	6300	231.92	0.036812698	1.933333333	0.071171217	100%	600	42.70273016	\$128,108.19	\$4,098.78	\$124,009.41
Jun-2021	6350	156.76	0.024686614	1.933333333	0.047727454	100%	600	28.63647244	\$85,909.42	\$4,098.78	\$81,810.64
Jul-2021	6350	175.88	0.027697638	1.933333333	0.053548766	100%	600	32.12925984	\$96,387.78	\$4,098.78	\$92,289.00
Aug-2021	6325	143.31	0.022657708	1.933333333	0.043804901	100%	600	26.28294071	\$78,848.82	\$4,098.78	\$74,750.04
Sep-2021	6300	80.63	0.012798413	1.933333333	0.024743598	100%	600	14.84615873	\$44,538.48	\$4,098.78	\$40,439.69
Total								168.3404419	\$505,021.33	\$22,543.30	\$482,478.03